

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES  
THE DIVISION OF FAMILY SERVICES AND  
DIVISION OF MANAGEMENT SUPPORT SERVICES**

**AND**

**DELAWARE HEALTH AND SOCIAL SERVICES  
THE DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES**

**I. PURPOSE**

This cooperative agreement represents an understanding between the Department of Services for Children, Youth, and Their Families, The Division of Family Services (DFS), the Division of Management Support Services (DMSS), and the Delaware Health and Social Services, The Division of Developmental Disabilities Services, concerning children and their families served by DFS and DDDS where mental retardation is suspected or is present. **The purpose of this agreement is to delineate the responsibilities of the respective agencies in the three areas: 1.) Joint planning and services for intact families, 2.) Residential placement of DFS children in DDDS homes and respite care, 3.) Developmental assessments of younger children ages 0-3.**

This agreement is proposed and executed with the greatest spirit of cooperation and desire for ensuring the safety and welfare of children. Both agencies recognize that certain steps of identified actions may be altered based on the specific needs of each child.

**II. AUTHORITY AND RESPONSIBILITIES**

*A. Authority*

1. Division of Family Services

As required by Title 16 Del. C. Ch. 9 901, the Division of Family Services shall ...take necessary action and shall offer protective social services toward preventing further child abuse and neglect ..., safeguarding and enhancing the welfare of the abused or neglected person...

The Division utilizes the Family Assessment Form to provide Case Management services, including family service planning, service delivery, case review and case closure.

As required by Title 31 Del. C. Ch.3 304, DFS shall exercise such duties as shall be necessary, proper and expedient for the supervision, care, custody, board and placement of dependent and neglected children.

2. Division of Developmental Disabilities Services – as required by Title 29 Del. C. Ch. 9 Sub Section §7909A. The Division provides supports for individuals with developmental disabilities and their families, which enable them to make informed choices that lead to an improved quality of life and meaningful participation in their communities.

The DDDS acknowledges that persons with developmental disabilities share the same basic rights as all citizens. The DDDS shall facilitate the exercise and protection of such.

## *B. Responsibilities*

1. **Joint planning and services:** When DFS is involved with a child or family because of child abuse, neglect, and/or dependency and any of the individuals have or appear to have developmental disabilities, the following activities will occur:
  - a. The DFS caseworker from the appropriate region (Attachment 1) will call the corresponding Community Developmental Disabilities Program Regional Program Director (RPD). By the end of the working day, the RPD or designee will determine the status of the adult individual relative to DDDS. The information will be reported to DFS within 24 hours.
  - b. If the adult individual is an open case with DDDS, the DFS caseworker and DDDS caseworker will develop a strategy to provide the most appropriate service to the family, including defining parameters of responsibility. The plan of intervention will include immediate action as well as any follow-up deemed mutually necessary. The appropriate DDDS staff shall assist DFS in developing a service plan to reduce risk to children in the home while accommodating the special learning and support needs of the parent. DDDS will offer family support services to individuals with developmental disabilities in the community. A joint service plan shall be developed and signed, outlining the responsibilities of each agency. DDDS and DFS shall convene on a quarterly basis to discuss progress and ongoing problems within the family.
  - c. If an adult individual does not have an open case with DDDS but developmental disabilities are suspected, the DFS case worker will complete the Tool for Identifying Individuals with Developmental Disabilities (Attachment 2). If the results of the screening tool indicates that the individual has developmental disabilities, then the procedure outlined in 1.b. (above) of this agreement will be initiated. DDDS will assist the family and DFS prior to the client's eligibility for DDDS services is determined. Within the first 90 days, the adult individual must formally apply for DDDS services and be found eligible. If the individual needs assistance in completing the intake forms and obtaining the needed information, the DDDS worker will help the individual complete the necessary forms.
    - Both DDDS and DFS will cooperate to minimize separation of parents with mental retardation from their children, as long as the safety of the child can be ensured.
    - The Association for Rights of Citizens with Mental Retardation of Delaware (Arc) can be utilized by DFS/DDDS as referral agent to help support the family.
    - The DDDS intake process is normally completed within 90 days. If the individual is found eligible for DDDS services, services will continue as needed. DDDS services are voluntary and will be offered to the family as long as the family is willing to accept them.

- d. If the individual is receiving services from DDDS and the DDDS worker becomes aware of the abuse or neglect of children, the DDDS worker will immediately report it to DFS by calling 1-800-292-9582 (Attachment 3). All social service personnel are mandated reporters and are required to report all known or suspected child abuse, neglect, or dependency.
  - DFS uses the Risk Management Methodology to determine both the response time to begin the investigation and the determination of whether the children are at risk. DFS will complete the investigation within 45 calendar days and determine the need for ongoing services to the child and family.
  - DFS and DDDS will work together to develop the most appropriate treatment plan for the family as noted in 1.a. (above).

**2. Residential placement of DFS children in DDDS homes and respite care:** When DFS is involved with a family because of child abuse, neglect and/or dependency and the child has developmental disabilities and is placed in DDDS foster homes the following activities will occur:

In order to receive residential services, the individual must be deemed as urgent on the DDDS registry and meet the definition for urgent. Urgent is defined as homeless with health and safety issues.

a. The DFS worker will do the following:

- Complete the DDDS profile application and submit to DDDS intake, including all pertinent requested records.
- Accompany the child to the placement and move their belongings.
- Provide the DDDS worker and provider with information about the child.
- Provide a copy of the custody order and Consent to Treatment Form.
- Enroll the child in school, and attend IEP meetings.
- Develop the Plan for Child in Care within 30 days of placement. DDDS, the provider, and the child's family (if appropriate) should participate in the planning.
- Provide services as needed to the child's family in an effort to reach permanency for the child.
- Attend Child Placement Review Board (CPRB) meetings and Permanency hearings.
- Obtain an Educational Surrogate Parent if needed.
- Enter the child in placement in FACTS (non-contract provider, no pay).
- Handle all medical consents.
- Facilitate applications for public benefits (e.g. Medicaid, SSI, Child Support, etc.)
- Help with special funding issues.
- Make funeral arrangements with help from DDDS.
- Work with DDDS case manager to address issues and concerns.
- A year in advance, work with DDDS case manager to determine the need for upcoming guardianship needs at age 18.

b. The DDDS worker will do the following:

- Complete all DDDS residential paperwork and Medicaid waiver packet in coordination with the DFS worker.

- Meet the DFS worker and child at initial placement.
- Visit the home every month.
- Visit the school quarterly and attend IEP meetings.
- Oversee, with the nurse consultant and provider, that child's medical appointments are kept:
  - specialists as needed
  - dental services
  - immunizations up to date
  - annual physicals
- Attend CPRB meetings and Permanency Hearings.
- Conduct an annual Individualized Program Plan and/or Essential Lifestyle Plan and forward copy to DFS.
- Liaison with Medicaid for specialized equipment; contact DFS for funding as appropriate.
- Keep DFS informed of concerns and changes in placement.
- Complete all DDDS paperwork:
  - Annual home compliance check and contract signatures
  - Quarterly reports
  - Quarterly RN reports
  - Make respite arrangements.
  - Work with the DFS worker to address issues and concerns
- A year in advance, work with DFS worker to determine the need for upcoming guardianship needs at age of 18.

c. Fiscal responsibility for Residential Placements

- \*DDDS will be representative payee for SSI and Social Security to the extent consistent with applicable law.
- DFS will facilitate this process if the DSCYF Department is the payee.
- DDDS will pay Difficulty of Care up to Level 3 DDDS. If additional funding is needed for the placement, it will be negotiated between DDDS and DFS.
- DDDS and DMSS will designate a contact person(s) for all issues related to payments. (Attachment 1)
- DDDS, at the beginning of the fiscal year, will submit an annual cost projection for each child residing in a DDDS foster home, followed by an intergovernmental voucher that lists the name of the child and the annual projected cost of care attributed to DFS.
- Upon receipt of the IGV, DMSS Client Payments will promptly process payment to DDDS.
- DMSS client payments will notify DDDS Director of Client Benefits quarterly of all child support payments received on children who are jointly served.

d. Respite

When respite occurs with DDDS providers:

- A DDDS respite agreement will be signed before the respite takes place unless an emergency placement is authorized by a DDDS administrator.
- A customary funding split will be in effect: DFS - \$20/day; DDDS – remainder.
- Funding shall be shared in accordance with the established formula, which is reviewed annually.
- DDDS Respite Coordinator shall submit a DFS FACTS Registration Form for each DDDS Respite Provider and submit it to the DFS Foster Care Manager to facilitate

payment (Attachment 4).

- DFS makes respite payments directly to the provider.

When respite placement exceeds DDDS Level 3 or requires placement other than foster families:

- DFS and DDDS representatives will jointly review the case, possible placements, and determine placement resources.
- Determine which agency will be the lead agency to follow up on the details of arranging the placement.
- If DDDS does not have a provider, DFS has the option of approving an appropriate provider to provide respite, as would any other family active with DDDS.

**3. Developmental assessments of young children ages 0-3:** When a child age 0-3 in the custody of DFS is suspected of or has developmental delays and the parents are not available to initiate Part C services, the following will occur:

a. The DFS worker will do the following:

- Complete the DDDS Early Intervention Program Referral form (Attachment 5) and submit to the Early Intervention Program office.
- The DFS worker will sign the appropriate consent forms.
- Inform the DDDS worker to whom to release the developmental assessment information.
- If appropriate, initiate referral for an educational surrogate parent.

b. The DDDS Developmental Nurse Specialist will do the following:

- Schedule a developmental assessment with the care provided within 30 days.
- Inform the DFS worker when the developmental assessment is scheduled.
- Perform an age-appropriate developmental assessment.
- Provide a copy of the completed developmental assessment to the DFS worker.
- Facilitate provision of intervention services to meet the developmental assessment recommendations.
- Refer the child for additional services as needed or requested by DFS and inform the DFS worker of referrals.
- Development of a Part C Individualized Family Service Plan in a timely manner.

DFS and DDDS will coordinate case management responsibilities based on the needs of the child.

### **III. CONFIDENTIALITY**

The Division of Family Services and the Division of Developmental Disabilities agree to exchange client/family information on families and children served by either Division in instances where information exchange is in the best interest of families or children needing or requesting services for either Division. (29 Del. C. §9016) It is understood that information exchanged by either Division shall be restricted to client/family record reports and documents clearly pertinent to the family's and/or child's needs or problems. Further, any information exchanged shall only be used to facilitate efficient and timely evaluation, the provision of

services and/or resolution of patient/client needs. Each Division assures that the confidential character of exchanged information will be preserved and, under no circumstances, will exchanged information be shared with any agency, program or person not party to this agreement without the express written consent of the family or by the authority of Family Court.

*No information in any form can be exchanged about drug or alcohol abuse treatment or sexually transmitted disease information without specific written consent for this information. Information about HIV testing or HIV status can only be shared with a specific consent or if the Division of Family Services holds legal custody of that child.*

### Problem Resolution

If issues come up that can't be resolved by the people working directly with the child, the supervisors should attempt to resolve the issues. If resolutions cannot be made at that point, the liaisons should be contacted to assist in resolving the issues.

This agreement is proposed and executed with the greatest spirit of cooperation and desire for client-centered activities. All agencies recognize that certain steps of the identified actions may be altered based on specific client/consumer needs.

Attachment 1 of this agreement is a list of the names and telephone numbers of the staff described in this Memorandum of Understanding. Attachment 2 is the Tool for Identifying Individuals with Developmental Disabilities. Attachment 3 is the Child Abuse/Neglect Mandatory Reporting Form

This Memorandum of Understanding will be reviewed annually.

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Carlyse Giddins, Director  
Division of Family Services

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Marianne Smith, Director  
Division of Developmental Disabilities Services

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Henry Smith, Director  
Division of Management Support Services

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Cari DeSantis, Secretary  
Department of Services for Children,  
Youth and Their Families

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Vincent P. Meconi, Secretary  
Department of Health and Social Services

## DIVISION OF FAMILY SERVICES

### 1. Administration of the Memorandum

A. Each agency has identified a liaison to address interagency issues

**DDDS** - Meghan Morgan  
Social Work/Case Mgr. Supervisor  
(302) 934-8031 x 336

**DFS** – Malisa Knox  
Foster Care Administrator  
(302) 633-2643

**DMS** – Theresa Stafford  
Sr. Accountant, Client Payments  
Barley Mill Plaza, Building 18  
4417 Lancaster Pike  
Wilmington, DE  
(302) 892-4532

**DDDS** – Flossie Ford  
Client Benefits Accountant, Fiscal Unit  
Jesse Cooper Building  
Federal and Water Street  
Dover, DE 19901  
(302) 739-3202

### 2. New Castle County

#### **DFS**

##### **Elwyn Office**

321 East 11<sup>th</sup> Street  
Suite 300  
Wilmington, DE 19802  
(302) 577-3824 Fax: (302) 577-7793  
Contact: Laura Guie  
Assistant Regional Director

##### **University Plaza**

University Plaza – Cambridge Building  
263 Chapman Road  
Newark, DE 19702  
(302) 451-2800 Fax: (302) 451-2821  
Contact: Dave Desmond  
Assistant Regional Director

#### **DDDS**

##### **Early Intervention Program**

2055 Limestone Rd  
Suite 215  
Wilmington, De 19808  
(302) 995-8576 Fax: (302) 995-8363  
Contact: Nancy Colley  
Sr. Social Service Administrator

##### **University Plaza**

University Plaza – Stockton Building  
Chapman Road  
Newark, DE 19702  
(302) 369-2180 Fax: (302) 368-6596  
Contact: Tom Barlow  
Regional Administrator Family Support

**3. Kent County**

**Barratt Building**

Barratt Building  
821 Silver Lake Boulevard  
Suite 200  
Dover, DE 19904  
(302) 739-4800 Fax: (302) 739-6236  
Contact: Diana Fraker  
Assistant Regional Director

**Barratt Building**

Barratt Building  
820 Silver Lake Boulevard  
Bldg. 842 Suite 150  
Dover, DE 19904  
(302) 739-5524 Fax: (302) 739-5535  
Contact: Starr Fioca  
Regional Administrator

**4. Sussex County**

**Georgetown**

546 South Bedford Street  
Georgetown, DE 19947  
(302) 856-5450 Fax: (302) 856-5062  
Contact: Susan Taylor-Walls  
Assistant Regional Administrator

**Georgetown**

Community Services–McMullen Building  
Rt. 6 Box 1000  
Georgetown, DE 19947  
302-934-8031x346 Fax:(302) 934-6193  
Contact: Carey Hocker  
Regional Administrator

**Pyle**

Rt. 2, P.O. Box 281-1  
Frankford, DE 19945  
(302) 732-9501 Fax: (302) 732-5486  
Contact: Susan Taylor-Walls  
Assistant Regional Administrator

**Seaford**

350 Virginia Avenue  
Seaford, DE 19973  
(302) 628-2024 Fax: (302) 628-  
Contact: Susan Taylor-Walls  
Assistant Regional Administrator

**Milford**

11-13 Church Avenue  
Milford, DE 19963  
(032) 422-1400 Fax: (302) 422-1519  
Contact: Susan Taylor-Walls  
Assistant Regional Administrator

**5. To report Child Abuse or Neglect:**

New Castle County	3601 N. Dupont Highway New Castle, DE 19720 1 (800) 292-9582
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Kent County	Barrett Building 821 Silver Lake Boulevard, Suite 200 Dover, DE 19904 (302) 739-4800 (Normal business hours) 1 (800) 292-9582
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Sussex County	Georgetown Service Center 546 South Bedford Street Georgetown, DE 19947 (302) 856-5450 (Normal business hours) 1 (800) 292-9582
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